Exhibit A

Settlement Agreement and Mutual Release

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made as of December _, 2013 by and between James A. Knauer as chapter 11 trustee ("Trustee") for the bankruptcy estate of Eastern Livestock Co., LLC ("Debtor"), Bynum Ranch Company ("Bynum Ranch"), Bobby and Debby Bynum (the "Bynums"), Frank Powell ("Powell"), Johnny Mayo ("Mayo"), Bill Davis ("Davis") and Davis Quarter Horse ("Davis Quarter" and collectively with Bynum Ranch, the Bynums, Powell, Mayo and Davis, "Bynum Group"). The Trustee and Bynum Group are collectively referred to herein as the "Parties."

Recitals

- A. Certain petitioning creditors commenced the above-captioned chapter 11 case ("<u>Chapter 11 Case</u>") against the Debtor on December 6, 2010 by filing an involuntary petition for relief under chapter 11 of Title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of Indiana, New Albany Division ("<u>Court</u>"). The Court entered the *Order For Relief in An Involuntary Case and Order to Complete Filing* [Dock. No. 110] on December 28, 2010.
- B. On December 27, 2010, the Court entered the *Order Approving the Appointment of James A. Knauer as Chapter 11 Trustee* [Dock. No. 102] approving the *United States Trustee's Application for an Order Approving the Appointment of James A. Knauer as Chapter 11 Trustee* [Dock. No. 98] pursuant to 11 U.S.C. § 1104.
- C. The Trustee filed the *Trustee's Chapter 11 Plan of Liquidation* on July 23, 2012 [Docket No. 1255] and the *First Amended Chapter 11 Plan of Liquidation* on October 26, 2012 [Dock. No. 1490] ("Plan"). The Court entered an Order on December 17, 2012 [Dock. No. 1644] ("Confirmation Order") confirming the Plan. Pursuant to the Plan and the Confirmation Order, general unsecured creditors of Debtor's estate could choose to "opt in" and receive a distribution from the "Fifth Third Claim Settlement Fund" (as that term is defined in the Plan). As provided in the Plan, a creditor's election to "opt-in" affects the creditor's rights to and amount of distributions under the Plan. The Plan required any creditor who opts in to waive certain claims against non-Debtor entities. Other effects of an election to opt in are more particularly described in the Plan and in the Confirmation Order.
- D. The Trustee contends that prior to the Chapter 11 Case, Debtor purchased certain cattle (the "Subject Cattle") from Bynum Group pursuant to contract. The Subject Cattle were delivered to Friona Industries, L.P. ("Friona") in late October and/or early November.
- E. Friona interpled \$245,441.87, representing the proceeds of the Subject Cattle ("<u>Interpled Funds</u>"), with the Court in connection with Adversary Proceeding No. 11-59093 (the "Adversary").
- F. Bynum Group filed various answers and cross-claims in the Adversary, asserting claims to the Interpled Funds.
- G. The Trustee contends that the Interpled Funds are property of Debtor's bankruptcy estate.

- H. Bynum Group filed proofs of claim (the "Bynum Group POCs") in the Chapter 11 Case. The Bynum Group POCs are designated on the official claims register maintained by The BMC Group, Inc. as claim nos. 435, 437, 438, 439, 440 and 441. The Bynum Group POCs assert an aggregate total claim against Debtor in the amount of \$245,441.87.
- I. All members of Bynum Group executed and submitted a "Opt-In Agreements" by the deadline set forth in the Plan and Confirmation Order.
- J. The Parties desire to resolve and settle all issues, disputes, claims and causes of actions relating to the Interpled Funds and the Adversary without further litigation and without admission of any fault or liability. The Parties have engaged in good faith settlement negotiations through their respective counsel and have agreed to settle and resolve all issues, disputes, claims, and causes of action related to the Interpled Funds on the terms set forth below.

NOW THEREFORE, incorporating the foregoing Recitals and based upon the mutual promises contained in this Settlement Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Court Approval of Settlement Agreement.</u> This Settlement Agreement is subject to Court approval under Federal Rule of Bankruptcy Procedure 9019. Within five (5) business days following execution of this Settlement Agreement, the Trustee shall file with the Court a motion, in a form acceptable to the Parties, requesting the Court's approval of this Settlement Agreement ("<u>Settlement Motion</u>") and shall tender to the Court a proposed order approving the Settlement Agreement ("<u>Settlement Order</u>"). This Settlement Agreement is contingent upon the Court's entry of the Settlement Order in form acceptable to the Parties. The date the Settlement Order is entered by the Court shall be referred to herein as the "Effective Date." The Parties shall file such additional information as the Court may request to obtain the Court's approval of the Settlement Motion. The Parties shall, in good faith, use all reasonable efforts to obtain approval of the Settlement Motion.
- 2. <u>Settlement.</u> Within five (5) business days of the Effective Date, the Trustee and Bynum Group shall file a joint motion in the adversary, substantially in the form attached hereto as **Schedule A**, requesting that the Court transfer \$171,809.30 of the Interpled Funds (the "<u>Settlement Payment</u>") to Bynum Group by check made payable to and delivered to counsel for Bynum Group, James B. Johnston, EASTERWOOD, BOYD & SIMMONS, P.C., 622 N. Main Street, P.O. Box 272, Hereford, TX 79045 and the remainder of the Interpled Funds to the Trustee. The date that Bynum Group's counsel receives the Settlement Payment shall be referred to herein as the "Payment Date".
- 3. <u>Bynum Group POCs</u>. As of the Payment Date, the Bynum Group POCs shall be deemed to have been amended, without further action by the Parties, to assert a consolidated unsecured claim in the total amount of \$73,632.57 (the "<u>Bynum Group Allowed Claim</u>"). The Trustee agrees not to contest the validity of the Bynum Group Allowed Claim and shall withdraw any objections to the Bynum Group POCs within five (5) business days of the Payment Date. All distributions made on account of the Bynum Group Allowed Claim shall be

made payable, and delivered, to counsel for Bynum Group, James B. Johnston, EASTERWOOD, BOYD & SIMMONS, P.C., 622 N. Main Street, P.O. Box 272, Hereford, TX 79045.

- 4. <u>Opt-In</u>. Each member of Bynum Group has executed and returned an "Opt-In Agreement" (as defined in the Plan) in compliance with the Plan. As a result, Bynum Group shall be treated as an Opt In Creditor under the Plan.
- 5. <u>Adversary</u>. Within five (5) business days of the Payment Date, Bynum Group and the Trustee shall file such further pleadings as necessary to dismiss Bynum Group from the Adversary with prejudice.
- 6. <u>Mutual Release</u>. Conditioned upon the occurrence of the Payment Date, but effective as of the Effective Date, and except as otherwise expressly reserved herein, each of the Parties and their officers, directors, employees, professionals, shareholders, attorneys, insurers, agents and affiliates, predecessors, successors, past, present and future parents, subsidiaries, assigns and heirs hereto forever **RELEASE AND DISCHARGE** each other and each of the Parties' respective officers, directors, employees, shareholders, professionals, attorneys, insurers, agents and affiliates, predecessors, successors and assigns from any and all actions, suits, claims (whether in tort or contract), causes of action, administrative proceedings, damages (including actual, consequential and punitive damages), losses, costs, liabilities, expenses and penalties, whether known or unknown, discovered or discoverable, which relate to the Interpled Funds (the "Released Claims"). Nothing contained herein shall release the Bynum Group Allowed Claim.
- 7. <u>Cooperation</u>. The Parties agree and covenant that they will cooperate and take all reasonable actions necessary to implement this Settlement Agreement.
- 8. Qualification; Authority. Each individual executing this Settlement Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Settlement Agreement on behalf of such party and that no additional consents or signatures on behalf of such party are required in order for this Settlement Agreement to be binding and enforceable upon and against said party.
- 9. <u>Each of the Parties Bears Own Costs</u>. Each of the Parties agrees that he or it shall bear its own attorneys' fees and other costs incurred in connection with the negotiation and preparation of this Settlement Agreement and the procurement of the Settlement Order, including the preparation and filing of, and hearings for, all related motions.
- 10. <u>Successors and Assigns</u>. This Settlement Agreement shall inure to the benefit of the Parties and their respective heirs, affiliates, assigns and successors in interest.
- 11. <u>Court Jurisdiction</u>. The Court shall retain exclusive jurisdiction to hear, decide and enter a final order on any and all claims or disputes arising out of the execution and performance of this Settlement Agreement.

- 12. <u>Governing Law</u>. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana except to the extent superseded by the Federal bankruptcy law applicable to the Chapter 11 Case.
- 13. <u>Merger of Prior Agreements</u>. This Settlement Agreement constitutes the entire agreement between the Parties, and any and all prior or contemporaneous agreements, whether oral or written, related thereto are merged into this Settlement Agreement and are of no further force or effect.
- 14. <u>Counterparts; Facsimile Delivery</u>. This Settlement Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties. Signatures may be delivered by facsimile and such signatures shall be binding upon the party delivering same as if they were originals.
- 15. <u>Agreement Nonseverable and Mutually Dependent</u>. All provisions of this Settlement Agreement are to be read in conjunction with each other. Each and every provision contained in this Settlement Agreement is nonseverable and mutually dependent on each and every other provision contained herein. Provisions should be read together so as to harmonize the whole.
- 16. <u>Amendment</u>. This Settlement Agreement may not be amended, changed, modified, released or discharged except by a writing executed by duly authorized representatives of each of the Parties and signatories hereto.
- 17. <u>No Admission of Fault or Liability</u>. This Settlement Agreement is a compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing on the part of either party.
- 18. <u>No Presumption Against Drafter</u>. This Settlement Agreement was jointly drafted and there shall be no presumption against or burden placed on one party for its role in the drafting of the Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

Bynum Ranch Company	
By:	
Title:	
Date:	
Davis Quarter Horse	
By:	
Title:	
Date:	
Frank Powell	Date
Bobby Bynum	Date
Debby Bynum	Date
Johnny Mayo	Date
Bill Davis	Date

James A Knauer as Chapter 11 Trustee for the Esate of Eastern Livestock., LLC

5

Ву	num Ranch Company	
Ву		Bypun
Tit	le: partier	
Da	te: 1-7/2014	
Da	vis Quarter Horse	
Ву		
Tit	le:	
Da	te:	
Fra	ınk Powell	Date
Bo	bby Bynum	Date
De	bbie Bynum	Date
Joh	nnny Mayo	Date
Bil	l Davis	Date
	nes A Knauer as Chapter 11 7 stern Livestock., LLC	Γrustee for the Esate of
SA LANGUE RURG CAS.	-	Date

Bynum Ranch Company	
Ву:	
Title:	
Date:	
Davis Quarter Horse	
By: Bill R. Hans	
Title: Partru	
Date:/-8-14	
Frank Powell	Date
Bobby Bynum	Date
Debbie Bynum	Date
Johnny Mayo	Date
Bill & Bans	1-8-14
Bill Davis	Date
James A Knauer as Chapter 11 Trust Eastern Livestock., LLC	ee for the Esate of
	Date

Bynum Ranch Company	
By:	
Title:	
Date:	
Davis Quarter Horse	
Ву:	
Title:	
Date:	
France Committee	1/7/14
Frank Powell	Date
Bobby Bynum	Date
Debbie Bynum	Date
Johnny Mayo	Date
Bill Davis	Date
James A Knauer as Chapter 11 Eastern Livestock., LLC	Trustee for the Esate of
-:	Date

Bynum Ranch Company	
Ву:	
Title:	
Date:	
Davis Quarter Horse	
Ву:	
Title:	
Date:	
Frank Powell	Date
A Bobby Bynum by	Bate 1-1014
Bobby Bynum A	Date
-Debbie Bynum Ochby	7-16-19 Date
Johnny Mayo	Date
Bill Davis	Date
James A Knauer as Chapter 11 Trust Eastern Livestock., LLC	tee for the Esate of
	Date

Bynum Ranch Company	
Ву:	
Title:	
Date:	
Davis Quarter Horse	
Ву:	
Title:	
Date:	
Frank Powell	Date
Boble Burnela A	O. U. B. Pra
Bobby Bynum	Date 1-10-14
10 Ala Burn	Date 1-10-14 Date Date
Debby Bynum	Date
Johnny Mayo	Date
Bill Davis	Date
James A Knauer as Chapter 11 Tru Eastern Livestock., LLC	ustee for the Esate of
	Date

Bynum Ranch Company	
By:	<i>v</i>
Title:	
Date:	
Davis Quarter Horse	
By:	
Title:	
Date:	
Frank Powell	Date
Bobby Bynum	Date
Debbie Bynum	Date
Johnny Mayo 1-8 Johnny Mayo	-/4 Date
Bill Davis	Date
James A Knauer as Chapter 11 Trustee for Eastern Livestock., LLC	the Esate of
	Date

SCHEDULE A

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA NEW ALBANY DIVISION

IN RE:	Chapter 11
EASTERN LIVESTOCK CO., LLC,) Case No. 10-93904-BHL-11
Debtor.) Hon. Basil H. Lorch III
FRIONA INDUSTRIES, L.P.,))
Plaintiff,))
v.	Adversary Proceeding No. 11-59093
EASTERN LIVESTOCK CO., LLC, et al.,))
Defendants.))
and))
CACTUS GROWERS, INC.,))
Intervenor,))
v.))
EASTERN LIVESTOCK CO., LLC, et al.,))
and))
J & F OKLAHOMA HOLDINGS, INC.,))
Intervenor,))
v.))
EASTERN LIVESTOCK CO., LLC, et al.,))
Defendants.))

JOINT MOTION FOR RELEASE OF INTERPLEADED FUNDS PURSUANT TO <u>COURT-APPROVED SETTLEMENT</u>

James A. Knauer ("Trustee"), trustee of the bankruptcy estate of Eastern

Livestock Company, LLC ("Debtor"), Bynum Ranch Company ("Bynum Ranch"), Bobby and

Debby Bynum (the "Bynums"), Frank Powell ("Powell"), Johnny Mayo ("Mayo"), Bill Davis

("Davis") and Davis Quarter Horse ("Davis Quarter" and collectively with Bynum Ranch, the

Bynums, Powell, Mayo and Davis, "Bynum Group") respectfully submit this Joint Motion for

Release of Interpleaded Funds Pursuant to Court-Approved Settlement (the "Motion") and move
this Court for an order authorizing the release and transfer of \$245,441.87 ("Settled Funds") now
held in the registry of the Court in this adversary proceeding. The Settled Funds represent the
proceeds of cattle that originated from Bynum Group and were interpled by Friona Industries,

L.P. There are no remaining controversies related to the Settled Funds and the parties claiming
these Settled Funds have resolved all issues through settlement approved by this Court. In
further support of this Motion, the Trustee and Bynum Group state as follows:

- 1. On November 11, 2010, Friona Industries, L.P. ("Friona") filed an interpleader complaint in the United States District Court for the Northern District of Texas, Amarillo Division, Case No. 2:10-cv-00266 (the "Texas Litigation"). Friona alleged that a dispute existed as to ownership of the funds and that it could be subject to competing claims from Debtor, Fifth Third Bank and various cattle producers named in the complaint.
- 2. In the Texas Litigation, intervenor plaintiffs, Cactus Growers, Inc. ("Cactus") and J&F Oklahoma Holdings, Inc. ("J&F"), intervened and interpleaded additional funds alleging similar disputes and concerns of being subjected to competing claims.

- 3. On April 1, 2011, the Texas Litigation was referred to the United States
 Bankruptcy Court for the Northern District of Texas, Amarillo Division, for the purpose of
 transferring the case to this Court for final disposition in conjunction with the pending Eastern
 bankruptcy case.
- 4. On April 15, 2011, the United States Bankruptcy Court for the Northern District of Texas, Amarillo Division, signed an order transferring venue of the case to this Court and ordering that the clerk for the Northern District of Texas transfer to the clerk of this Court all funds interpled in the Texas Litigation.
- 5. On January ___, 2014, the Court entered the Order Approving Compromise and Settlement with Bynum Group [Dock. No. ____ in Case No. 10-93904] (the "Settlement Order"). The Settlement Order approved a settlement agreement by and between the Trustee and Bynum Group and authorized the parties to take all actions necessary to implement the approved settlement, including the filing of this motion.
- 6. Pursuant to the settlement, Bynum Group is to receive seventy percent (70%) or \$171,809.30 of the Settled Funds. The Trustee is to receive the remaining thirty percent (30%) or \$73,632.57 of the Settled Funds.
- 7. Accordingly, the Trustee and Bynum Group request an order from the Court directing the Clerk to distribute the Settled Funds in the following amounts to the following persons: (a) \$171,809.30 to Bynum Group by check made payable and delivered to counsel for Bynum Group, James B. Johnston, EASTERWOOD, BOYD & SIMMONS, P.C., 622 N. Main Street, P.O. Box 272, Hereford, TX 79045 and (b) \$73,632.57 to the Trustee to be treated as "Collateral Funds" in accordance with the Plan.

WHEREFORE, for the reasons set forth above, the Trustee and Bynum Group respectfully request the Court to enter an order directing the Clerk to distribute Settled Funds to Bynum Group and the Trustee as outlined above and for all other just and proper relief.

Respectfully submitted,

FAEGRE BAKER DANIELS LLP

By: /s/ Dustin R. DeNeal

Kevin M. Toner (#11343-49) Harmony Mappes (#27237-49) Shawna Eikenberry (#21615-53) Dustin R. DeNeal (#27535-49) 300 N. Meridian Street, Suite 2700 Indianapolis, IN 46204-1750

Indianapolis, IN 46204-1750
Telephone: (317) 237-0300
Facsimile: (317) 237-1000
kevin.toner@faegrebd.com
harmony.mappes@faegrebd.com
shawna.eikenberry@faegrebd.com
dustin.deneal@faegrebd.com

Counsel for James A. Knauer, Chapter 11 Trustee

CERTIFICATE OF SERVICE

I hereby certify that on January ___, 2014, a copy of the foregoing pleading was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

David L. Abt C. R. Bowles, Jr John Hunt Lovell davidabt@mwt.net cbowles@ bgdlegal.com john@lovell-law.net Mark A. Robinson Jeffrey R. Erler Edward M King mrobinson@vhrlaw.com jerler@ghjhlaw.com tking@fbtlaw.com Randall D. LaTour John R. Carr, III Bret S. Clement rdlatour@vorys.com jrciii@acs-law.com bclement@acs-law.com Daniel J. Donnellon Stephen A. Weigand John Frederick Massouh ddonnellon@ficlaw.com sweigand@ficlaw.com john.massouh@sprouselaw.com John W. Ames Robert Hughes Foree Kim Martin Lewis james@bgdlegal.com robertforee@bellsouth.net kim.lewis@dinslaw.com Jeremy S Rogers Ivana B. Shallcross Deborah Caruso Jeremy.Rogers@dinslaw.com ishallcross@bgdlegal.com dcaruso@daleeke.com Meredith R. Thomas William Robert Meyer, II Allen Morris mthomas@daleeke.com rmeyer@stites.com amorris@stites.com

Case 10-93904-BHL-11 Doc 2472-1 Filed 01/27/14 EOD 01/27/14 15:23:59 Pg 17 of

Charles R. Wharton James Bryan Johnston James T. Young Charles.R.Wharton@usdoj.gov bjtexas59@hotmail.com james@rubin-levin.net David L. LeBas Judy Hamilton Morse John M. Thompson dlebas@namanhowell.com judy.morse@crowedunlevy.com john.thompson@crowedunlevy.com Suzanne M Shehan John Huffaker Matthew J. Ochs suzanne.shehan@kutakrock.com john.huffaker@sprouselaw.com kim.maynes@moyewhite.com Laura Day Delcotto Kelly Greene McConnell T. Kent Barber ldelcotto@dlgfirm.com kbarber@dlgfirm.com lisahughes@givenspursley.com Ross A. Plourde Walter Scott Newbern Kirk Crutcher ross.plourde@mcafeetaft.comwsnewbern@msn.com kcrutcher@mcs-law.com Todd J. Johnston Timothy T. Pridmore Theodore A Konstantinopoulos ndohbky@jbandr.com tjohnston@mcjllp.com tpridmore@mcjllp.com Sandra D. Freeburger Lisa Koch Bryant Karen L. Lobring lobring@msn.com sfreeburger@dsf-atty.com courtmail@fbhlaw.net Elliott D. Levin John M. Rogers John David Hoover edl@rubin-levin.net johnr@rubin-levin.net jdhoover@hooverhull.com Sean T. White Jay P. Kennedy John R. Burns swhite@hooverhull.com jpk@kgrlaw.com john.burns@faegrebd.com Michael W. McClain William E Smith Kayla D. Britton mike@kentuckytrial.com wsmith@k-glaw.com kayla.britton@faegrebd.com James Edwin McGhee Thomas C Scherer David A. Laird mcghee@derbycitylaw.com tscherer@bgdlegal.com david.laird@moyewhite.com Jerald I. Ancel Jeffrey J. Graham Trevor L. Earl jancel@taftlaw.com jgraham@taftlaw.com tearl@rwsvlaw.com David Alan Domina Kent A Britt Joshua N. Stine dad@dominalaw.com kabritt@vorys.com kabritt@vorys.com Jill Zengler Julian Jeffrey L Hunter Amelia Martin Adams Jill.Julian@usdoj.gov jeff.hunter@usdoj.gov aadams@dlgfirm.com Michael Wayne Oyler Jason W. Cottrell Robert A. Bell moyler@rwsvlaw.com jwc@stuartlaw.com rabell@vorys.com James E. Rossow James B. Lind Melissa S. Giberson jim@rubin-levin.net jblind@vorys.com msgiberson@vorys.com Steven A. Brehm Anthony G. Raluy U.S. Trustee sbrehm@ bgdlegal.com traluy@fbhlaw.net ustpregion10.in.ecf@usdoj.gov Patrick B Griffin Jack S. Dawson Dustin R. DeNeal pat.griffin@kutakrock.com jdawson@millerdollarhide.com dustin.deneal@faegrebd.com Shawna M. Eikenberry Terry E. Hall Jay Jaffe shawna.eikenberry@faegrebd.com terry.hall@faegrebd.com jay.jaffe@faegrebd.com Erick P. Knoblock

James A. Knauer jak@kgrlaw.com

Jessica Lynn Olsheski jessica.olsheski@justice-law.net

Niccole R. Sadowski nsadowski@thbklaw.com

Joseph H. Rogers jrogers@millerdollarhide.com

Andrew D. Stosberg astosberg@lloydmc.com shiv.oneill@faegrebd.com

eknoblock@daleeke.com

Shiv Ghuman O'Neill

Eric C. Redman ksmith@redmanludwig.com

James E. Smith ismith@smithakins.com

Kevin M. Toner kevin.toner@faegrebd.com

Harmony A. Mappes

harmony.mappes@faegrebd.com

Wendy W. Ponader wendy.ponader@faegrebd.com

Joe T. Roberts jratty@windstream.net

Christopher E. Baker cbaker@thbklaw.com

Andrea L. Wasson

andrea@wassonthornhill.com

Case 10-93904-BHL-11 Doc 2472-1 Filed 01/27/14 EOD 01/27/14 15:23:59 Pg 18 of

Christopher M. Trapp ctrapp@rubin-levin.net

Jennifer Watt jwatt@kgrlaw.com

William K. Flynn wkflynn@strausstroy.com

Michael Benton Willey michael.willey@ag.tn.gov

Chrisandrea L. Turner clturner@stites.com

Scott R. Leisz sleisz@bgdlegal.com

Terrill K. Moffett kendalcantrell@moffettlaw.com

Matthew Daniel Neumann mneumann@hhclaw.com

Amanda Dalton Stafford ads@kgrlaw.com

Chad Duane Wuertz chad@wuertzlaw.com

Eric W. Richardson ewrichardson@vorys.com

Joe Lee Brown

Joe.Brown@Hardincounty.biz

Thomas P. Glass tpglass@strausstroy.com

Kay Dee Baird kbaird@kdlegal.com

Paul M. Hoffman phoffmann@stinson.com

Brian H. Meldrum bmeldrum@stites.com

Natalie Donahue Montell nmontell@bgdlegal.com

Brian Robert Pollock bpollock@stites.com

Matthew R. Strzynski mstrzynski@kdlegal.com

Joshua Elliott Clubb joshclubb@gmail.com

Ben T. Caughey

ben.caughey@icemiller.com

Stephen E. Schilling seschilling@strausstroy.com

David W. Brangers dbrangers@lawyer.com

Martha R. Lehman mlehman@kdlegal.com

Kevin J. Mitchell

kevin.mitchell@faegrebd.com

Erin Casey Nave enave@taftlaw.com

Steven Eric Runyan ser@kgrlaw.com

Andrew James Vandiver avandiver@aswdlaw.com

I further certify that on January ___, 2014, a copy of the foregoing pleading was mailed by first-class U.S. Mail, postage prepaid and properly addressed, to the following:

David M. Jones Sprouse, Shrader & Smith PC PO Box 15008 Amarillo, TX 79105-5008 Aaron Miller Mervin Miller d/b/a CLF Feeders 2123 W. Mill Street Buffalo, MO 65622

/s/ Dustin R. DeNeal